

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 04-046**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

**WORKFORCE INVESTMENT ACT (WIA)
YOUTH SERVICES PROVIDER**

There will be a pre-proposal meeting at 9:00 a.m. on Friday, February 20, 2004, in the Purchasing conference room located at 440 South 8th Street, Southwest Wing. It is recommended interested firms should attend to gain additional information about the program.

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon, **Wednesday, March 31, 2004** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

WIA Youth Services

Request for Proposals

1. BACKGROUND

- 1.1 The Workforce Investment Act (WIA) replaced the Job Training Partnership Act on July 1, 2000.
- 1.2 The Act initiated a new delivery system for providing employment and training services.
- 1.3 WIA has combined all youth funds into a year around grant, requiring a number of program services be available to youth, and increasing the number of performance standards for youth programs.
- 1.4 Youth programming under WIA is structured to be a developmental approach allowing for longer-term services to youth.
- 1.5 WIA requires a strong link between academic, occupational, and leadership development for youth.

Re-authorization of the Workforce Investment Act may occur sometime in 2004. All changes in the legislation will apply to this contractual process.

- 1.6 The Greater Lincoln Youth Council is seeking a firm to provide academic, occupational, and leadership activities for low-income youth ages 14-21 residing in Lincoln, Lancaster and Saunders Counties for the time period of July 1, 2004 through June 30, 2005, with the option for renewal for one additional one year period at the City of Lincoln's discretion and based upon mutual consent.
- 1.7 The selected provider must agree to continue services to participants who are in active status on June 30, 2004, in accordance with their individual service strategies.
- 1.8 Federal funding for this project will be provided by the Workforce Investment Act. It is estimated that \$150,000 will be available for this project.
- 1.9 Notice of allocation should be received in April and will be announced immediately; this exact amount of funding will be reflected in contract negotiations.
- 1.10 At least thirty percent of these funds must be spent on out of school youth as defined in WIA and the Nebraska Workforce Development, Department of Labor's policy on "Eligibility for Youth Programs." See Attachment A-Definitions-for details on youth eligibility.

2. INTENT

- 2.1 Provide eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers;
- 2.2 Ensure ongoing mentoring opportunities;
- 2.3 Provide opportunities for training to eligible youth;
- 2.4 Provide continued supportive services for eligible youth;
- 2.5 Provide incentives for recognition and achievement to eligible youth; and
- 2.6 Provide opportunities for eligible youth in activities related to leadership, development, decision-making, citizenship, and community service.

3. PROGRAM DESIGN

- 3.1 Program design elements must include outreach, intake, and WIA eligibility determination and verification, along with the provision of orientation to the full array of services that are available through the local workforce system.
- 3.2 The design framework of the youth programming must provide an objective assessment of the academic levels, skill levels, and service needs of each participant.
 - 3.2.1 The assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs and developmental needs of each participant.
- 3.3 The program design must include an individual service strategy for each participant identifying an employment goal, appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted.
 - 3.3.1 Written documentation of ongoing case management is a requirement.
 - 3.3.2 Such documentation must detail the interaction with the participant, and at a minimum, each participant must receive contact every thirty days.
- 3.4 While the selected firm will have the discretion to determine what specific program services will be provided to a youth participant, based on each participant's objective assessment and individual service strategy, the firm must make the following ten service elements available:
 - 3.4.1 Tutoring, study skills training and instruction leading to completion of secondary school, including dropout prevention strategies;
 - 3.4.2 Alternative secondary school services, as appropriate;
 - 3.4.3 Summer employment opportunities that are directly linked to academic and occupational learning;
 - 3.4.4 As appropriate, paid and unpaid work experiences, including internships and job shadowing;
 - 3.4.5 Occupational skill training, as appropriate;
 - 3.4.6 Leadership development opportunities which may include community service and peer-centered activities;
 - 3.4.7 Supportive services;
 - 3.4.8 Adult mentoring for the period of participation and a subsequent period for a total of not less than 12 months;
 - 3.4.9 Followup services for not less than 12 months after the completion of the participation, as appropriate;
 - 3.4.10 Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

- 3.5 The selected firm will be required to organize and convene a Youth Advisory Group, composed of WIA eligible youth, to serve in an advisory capacity to the Greater Lincoln Youth Council, as appropriate.
 - 3.5.1 The existing members of the Youth Advisory Group will be given first right of refusal to continue participation.
- 3.6 The selected firm will also be required to function as an on-site partner at the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.
 - 3.6.1 The firm is responsible for maintaining a set weekly schedule with staff who have been oriented to the intent of WIA youth services, as well as to the purposes of the One Stop Career Center.
 - 3.6.2 All costs including leasing space, furniture, phones, computers and hookups shall be paid by the firm.
 - 3.6.3 This requirement will include the use of the state mandated Management Information Systems (MIS) entitled NWAS and TREX for common registration in the system, and for WIA records management.
- 3.7 The selected firm must provide services in rural Lancaster and Saunders Counties, as well as in Lincoln.
 - 3.7.1 Strategies for outreach and recruitment must be in place to ensure service to all geographic areas.

4. PERFORMANCE MEASURES

- 4.1 Success in youth programs will be measured by a set of performance standards. These standards are negotiated by the Greater Lincoln Workforce Investment Board with the Nebraska Workforce Development-Department of Labor.
 - 4.1.1 See Attachment B - Performance Measures - for current standards.
- 4.2 Meeting the performance standards is necessary in order to have a successful youth program.

5. SELECTION CRITERIA

- 5.1 Cost will not be the sole basis for selection, since it is in the program's best interest to retain a firm having significant professional credentials and past success in providing similar services.
- 5.2 The City reserves the right to award the contract in whole or in part if it is deemed in the program's best interest.
- 5.3 Merit will be assessed using the following evaluation criteria:
 - 5.3.1 Agency background, mission of the agency, and the rationale for applying for the project (5 points)
 - 5.3.2 Experience operating youth employment, academic, and leadership activities (10 points)
 - 5.3.3 Data supporting outcomes from employment, academic and leadership programs (25 points)
 - 5.3.4 Experience in working with economically disadvantaged youth (10 points)
 - 5.3.5 Staff qualifications (10 points)
 - 5.3.6 Ability to provide services in Lancaster and Saunders counties, distinguishing which services are available in each county (20 points)
 - 5.3.7 Program design which includes a comprehensive approach to outreach, intake, assessment, individual service strategies, and the ten program elements (20 points)

- 5.3.8 Evidence of partnerships with other youth services providers (10 points)
- 5.3.9 Transition plan for participants (if applicant is not the current provider);
OR program plan for improved outcomes and services to participants (if applicant is the current provider) (10 points)
- 5.3.10 Total number of youth to be served grouped by services to be received (30 points)

6. **SUBMITTAL PROCEDURE**

- 6.1 Each submittal must include an original and 7 copies of your proposal.
 - 6.1.1 Your proposal must be received at the following address:
Vince M. Mejer, CPPO, CPM
Purchasing Agent
440 South 8th Street, Suite 200
Lincoln, NE 68508
 - 6.1.2 Mark the outside of the submittal with Project Number **04-046** and Project Title RFP-WIA Youth Services Provider.
 - 6.1.3 Submit your firm's estimate of the proposed fees for services outline on the RFP in a separate sealed envelope with the submittal package.
 - 6.1.3.1 The envelope must be clearly marked with the firm's name, project number, and project title.
 - 6.1.3.2 The proposals will be initially reviewed without consideration to the fee.
 - 6.1.4 Questions regarding WIA youth services should be directed in writing to Jan Norlander-Jensen, Urban Development, ijnensen@ci.lincoln.ne.us and cc: Vince M. Mejer, Purchasing Agent, vmejer@ci.lincoln.ne.us
- 6.2 Proposals may not exceed 15 pages, not including attachments, and must use the following format:
 - 6.2.1 Title Page--Page One is a cover sheet listing firm name, mailing address, telephone number, fax number; years established and former names; mission or types of services particularly qualified to perform; geographic business area; number of staff usually and currently employed; contact person for this proposal, with phone number and email address; and the name, job title, and original signature of chief executive authorized to submit the proposal, along with a statement of willingness and capability to meet the project's time requirements.
 - 6.2.2 Introduction--This section is limited to one page and includes agency background, mission, and the rationale for applying.
 - 6.2.3 Background--This section is limited to three pages and includes operational experience, past outcomes, supporting data, staff qualifications/resumes, and ability to serve the geographic area. If desired, staff qualifications may be included as an attachment, not counted in the 15 page limit.
 - 6.2.4 Program Design--This section is limited to ten pages and must provide a detailed explanation of all program design requirements as listed in Section 3, including roles and responsibilities of all partner agencies; number of youth to be served by geographic area; how each element is to be provided, by whom, and to whom; and anticipated outcomes.

- 6.2.4.1 Each partner agency identified must provide a letter of commitment identifying what services they will provide. These letters are to be included as an attachment.
- 6.2.5 Budget Information—Budget information is to be submitted in **ONE SEPARATE**, sealed envelope and includes a detailed projection of costs per line item.
 - 6.2.5.1 The envelope must be clearly marked with the firm's name, project number, and project title. Proposals will be initially reviewed without consideration to the fee.
 - 6.2.5.2 The proposed budget must identify and define each cost category, in sufficient detail to distinguish operating costs, indirect costs, personnel costs, etc.

7. **SELECTION SCHEDULE**

<u>February 11, 2004</u>	RFP distributed
<u>February 20, 2004</u>	Pre-proposal meeting at 9:00 a.m. at City Purchasing
<u>March 31, 2004</u>	Submission of Proposals
<u>April 15, 2004</u>	Selection Committee conducts applicant interviews
<u>June 2, 2004</u>	Finalize contract

Attachment A - Definitions

Eligibility Criteria

Individuals who apply to participate in the youth program under WIA shall meet the following criteria as described in Section 101(13) in the Act:

- Is age 14 through 21
- Is a low income individual, and
- Is within one or more of the following categories:
 - Deficient in basic literacy skills;
 - School dropout;
 - Homeless, runaway, or foster child;
 - Pregnant or parenting;
 - Offender; or
 - Individual, including a youth with disabilities, who requires additional assistance to complete an educational program, or to secure and hold employment

Up to 5% of youth participants served by youth programs in a local area may be individuals who do not meet the income criterion for eligible youth, provided that they are within one or more of the following categories:

- School dropout;
- Basic skills deficient;
- Are one or more grade levels below the grade level appropriate to the individual's age;
- Pregnant or parenting;
- Possess one or more disabilities, including learning disabilities;
- Homeless or runaway;or
- Offender

Attachment B - Performance Measures

Program Year 2003 (July 1, 2003 through June 30, 2004)*

Entered Employment Rate	62%
Employment Retention Rate (older youth)	79%
Earnings Change in 6 Months	\$1,500
Employment & Credential Rate	48%
Skill Attainment Rate	70%
Diploma or Equivalent Attainment Rate	49%
Retention Rate (younger youth)	58%

* Measures/ standards will be updated for Program Year 2004 (July 1, 2004, through June 30, 2005) and may be altered to reflect requirements within any re-authorized WIA legislation

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

I. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

II. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer Warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software/firmware/

hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.
 - 8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

- 8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

- 9.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

- 10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

INSURANCE REQUIREMENTS

Consultant shall indemnify and save harmless the City of Lincoln, Nebraska, or its representatives from all claims, demands, suits, actions, payments, liability, and judgements, arising from the activities of the Consultant or of Consultant's agents, contractors or employees. In this connection, Consultant shall carry insurance in the following kinds and minimum limits as indicated:

1. Worker's Compensation Insurance and Employer's liability Insurance

The Consultant shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all his employees, and in the case of any work sublet, the Consultant shall require the Sub-consultant similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Consultant shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Consultant will have employees located in the performance of this contract, and the Consultant shall require each of his Sub-consultants similarly to maintain common law liability insurance on his employees.

2. General Liability Insurance

a. The Consultant shall maintain during the life of this contract, General Liability Insurance, naming and protecting them and the Lancaster County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from operations under this contract whether such operations be by himself or by any Sub-consultant or anyone directly or indirectly employed by either of them. the minimum acceptable limits of liability to be provided by such insurance shall be as follows:

(1) Bodily Injury	\$500,000 Each Occurrence \$500,000 Aggregate
(2) Personal Injury Limits	\$500,000 Per Person Aggregate \$500,000 General Aggregate
(3) Property Damage Limits	\$300,000 Each Occurrence \$300,000 Aggregate

b. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- (1) The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall in included.
- (4) Products Liability and/or Completed Operations coverage shall be included.

3. Automobile Liability Insurance

The Consultant shall take out and maintain during the life of this contract such Automobile Liability Insurance as shall protect them against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

- | | | |
|----|-----------------------|------------------------------|
| a. | Bodily Injury Limits | \$ 500,000 Each Person |
| | | \$ 1,000,000 Each Occurrence |
| b. | Property Damage Limit | \$ 250,000 Each Occurrence |
| c. | Combined Single Limit | \$ 1,000,000 Each Occurrence |

4. Professional Liability Insurance

The Consultant shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Consultant against claims for damages resulting from the Consultant's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than two million dollars.

5. Certificate of Insurance

The insurance specified above shall be written by a company duly authorized and licensed to do business in the State of Nebraska and shall be maintained until Consultant's work has been completed and accepted by the County. A certificate of insurance evidencing policies required shall be furnished the Lancaster County, such certificate shall specifically indicate that insurance policies shall give the County at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.